

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----  
In re : Chapter 11 Case No.  
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : 08-13555 (JMP)  
Debtors. : (Jointly Administered)  
-----  
X

NOTICE OF PARTIAL TRANSFER OF CLAIM  
PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Credit Suisse (Luxembourg) S.A. Zweigniederlassung Osterreich  
("Transferor")  
56, Grand-Rue  
P.O. Box 40  
2010 Luxembourg  
Luxembourg  
+352 460011 268  
352 26 86 40 11
2. Please take notice that the transfer of a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., *et al*, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 55819 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("Transferee")  
745 Seventh Avenue  
New York, NY 10019  
Telephone: (212) 412-2865  
Email: daniel.crowley@barclayscapital.com  
daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as Exhibit B hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee as provided in Exhibit C hereto.

3. No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court  
Southern District of New York  
Attn: Clerk of Court

Alexander Hamilton Custom House  
One Bowling Green  
New York, NY 10004-1408

-- **SEND A COPY OF YOUR OBJECTION TO THE TRANSFeree**

-- Refer to **INTERNAL CONTROL NO. \_\_\_\_\_** in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFeree WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING.**

CLERK

---

**FOR CLERK'S OFFICE USE ONLY:**

This notice was mailed to the first named party, by first class mail, postage prepaid on \_\_\_\_\_, 2009.

INTERNAL CONTROL NO. \_\_\_\_\_

Copy: (check) Claims Agent  Transferee  Debtors' Attorney

\_\_\_\_\_  
Deputy Clerk

**EXHIBIT A**

[Proof of Claim]

United States Bankruptcy Court/Southern District of New York  
Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re: Chapter 11  
Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)  
Debtors. (Jointly Administered)

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

## LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000055819



THIS SPACE IS FOR COURT USE ONLY

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Credit Suisse (Luxembourg) S.A.	Court Claim Number: _____ (If known)
See Attached Rider	Filed on: _____
Telephone number: Email Address:	
Name and address where payment should be sent (if different from above)	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: Email Address:	

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ See Attached Rider (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See Attached Rider (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See Attached Rider (Required)

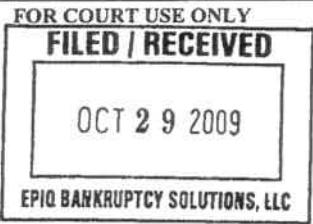
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See Attached Rider (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date: 10/13/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Hans Ulrich Hügli Birgit Lemmermeyer  
Managing Director Vice President WBN



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**RIDER TO PROOF OF CLAIM FILED ON BEHALF OF  
Credit Suisse (Luxembourg) S.A. against LBHI (Lehman Programs Securities)**

1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse (Luxembourg) S.A. ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.

2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.

3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.

4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.

5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.

6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

7. No judgment has been rendered on the claims set forth in this proof of claim.

8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse (Luxembourg) S.A.  
1 Madison Avenue  
New York, NY 10010  
Attn: Allen Gage  
Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
Attn: Richard Levin  
Ph: (212) 474-1135

# SCHEDULE I

ISBN (12 digits)	Denomination at Currency	Total Holdings at each (Sub)-Custodian		Euroclear Bureau Account No. 91387 Units	Euroclear Bank S.A. Account No. 94888 Blocking No. Nominal	Euroclear Bank S.A. Account No. 11243 Blocking No. Nominal	BLX SIS AG Account No. 20298480 Blocking No. Units
		Sub-Custodian	Nominal Units				
XS0252839576	EUR Euroclear	50,000	50,000	200,000	60228887		
XS0252839576	EUR Euroclear	220,000	220,000	220,000	60228888		
ANNS21331267	USD Euroclear	15	15	15	60228889		
ANNS21331267	USD Euroclear	2	2	2	60228893		
ANNS21331267	USD Euroclear	3	3	3	60228894		
ANNS21339783	USD Euroclear	5	5	5	60228895		
ANNS21339783	USD Euroclear	5	5	5	60228890		
XS0232354968	EUR Euroclear	20,000	20,000	20,000	60228891		
XS0232354968	EUR Euroclear	20,000	20,000	20,000	60228870		
XS0232354968	EUR Euroclear	20,000	20,000	20,000	60228871		
XS02777877465	USD Euroclear	1,173,000	1,173,000	1,173,000	60228886		
XS03136138307	USD Euroclear	3,650,000	3,650,000	3,650,000	60228869		
XS03244460111	USD Euroclear	780,000	780,000	780,000	60228873		
XS0256043709	EUR Euroclear	500,000	500,000	500,000	60228814		
XS0166862798	USD CS2H	1,140,000	235	1,140,000	94747980		
XS0302598737	EUR CS2H	100,000	250	100,000	94748010		
XS0359353790	EUR CS2H	70,000	300,000	70,000	94747999		
XS0262353831	CHF CS2H	300,000	300,000	300,000	9474805		
XS0223590612	CHF CS2H	5,000	5,000	5,000	9474804		
XS02568033908	EUR CS2H	15,000	15,000	15,000	9474797		
XS0259812084	CHF CS2H	21,000	21,000	21,000	9474802		
XS0397337710	CHF CS2H	2,120	2,120	2,120	9474803		
ANNS214614811	EUR CS2H	300,000	300,000	300,000	9474808		
XS0218527495	USD CS2H	200,000	200,000	200,000	9474794		
XS0336151088	EUR CS2H	200,000	200,000	200,000	9474796		
XS0241732862	USD CS2H	400,000	400,000	400,000	9474795		
XS0201815522	USD CS2H	12,000,000	12,000,000	12,000,000	11110012925UWA42-3008		
CH00258945082	CHF CS2H	1,000,000	1,000,000	1,000,000	60242781		
XS0178348895	EUR CS2H	1,000,000	1,000,000	1,000,000	60242752		
XS0118035547	EUR CS2H	1,000,000	1,000,000	1,000,000	60242759		

H  
A  
N  
D  
D  
E  
L  
I  
V  
E  
R  
Y

R. Salony  
RECEIVED BY:

10/29/09  
DATE

3:06  
TIME

**EXHIBIT B**

[Executed Evidence of Transfer of Claim]



CREDIT SUISSE (LUXEMBOURG) S.A.  
56 Grand-Rue Telephone +352 46 50 21 11  
Bâtiment 40 Télécopie +352 46 50 70  
L-2010 Luxembourg [www.credit-suisse.com](http://www.credit-suisse.com)

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Credit Suisse (Luxembourg) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55819 attached hereto in Schedule 2, filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and as debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; or, alternatively, Seller is duly authorized to sell, transfer and assign the Transferred Claims by the owner of the Transferred Claims who has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by such owner or against such owner; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither Seller nor, if different from Seller, the owner of the Transferred Claims has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) no objection to the Transferred Claims has been received.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller



CREDIT SUISSE (LUXEMBOURG) S.A.  
 56, Grand-Rue  
 Boîte postale 40  
 L-2010 Luxembourg  
 Téléphone +352 46 00 11-1  
 Téléfax -352 46 32 70  
[www.credit-suisse.com](http://www.credit-suisse.com)

transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed on:

Date:

Date: 9/16/11

CREDIT SUISSE (LUXEMBOURG) S.A.

By: Christiane Schuller  
Name: Christiane Schuller  
Title: Director

By: Christian Huss  
Name: Christian Huss  
Title: Vice President

Advisory and Order Fulfilment (SEBL 4)  
56, Grand-Rue  
P.O. Box 40  
2010 Luxembourg  
Luxembourg  
Phone: +352 460011 268  
Fax: +352 26 86 40 11

Barclays Bank PLC

By:   
Name: Daniel Crowley  
Title: Managing Director

Barclays Bank PLC  
745 Seventh Avenue  
New York, NY 10019  
USA



Schedule 1

Transferred Claims

Lehman Programs Securities to which Transfer Relates

	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Currency	Principal/ National Amount
1.	Opportunity Note: Lehman Brothers Treasury Bv. 2006-29.9.08 Variable Rate on a Basket of 20 SHS	XS0268033908	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR	5,000
2.	100 % Capital Protected Notes: Lehman Brothers Treasury Bv. 2008-29.7.09 (EXP.15.7.09) on a Basket of SHs	XS0336151088	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR	50,000

CREDIT SUISSE (LUXEMBOURG) S.A.

56, Grand-Rue  
Boite postale 40  
L-1650 Luxembourg

Telephone: +352 46 22 33 11

Fax: +352 46 22 31 91

[www.credit-suisse.com](http://www.credit-suisse.com)

CREDIT SUISSE

CREDIT SUISSE (LUXEMBOURG) S.A.  
56, Grand-Rue  
Boîte postale 40  
L-2010 Luxembourg  
Téléphone +352 46 00 11-1  
Télécax +352 46 32 70  
[www.credit-suisse.com](http://www.credit-suisse.com)

Schedule 2

### Proof of Claim